

NORTH CAROLINA

CHATHAM COUNTY

Return to:

599 Ferrington Post
Pittsboro NC 27312

WEATHERSFIELD SERVICE GROUP VI, INC.

AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION is made by owners of lots 508 through 596F, Ferrington Village, "Weathersfield" Chatham County, North Carolina (referred herein as "Declarants"), to amend and restate that Declaration of Covenants and Restrictions, made the 28th day of June, 1989 by FITCH CREATIONS, INC., a corporation organized under the laws of North Carolina, and recorded in Book 544, Page 190, Chatham County Registry, and any subsequent amendments thereto (the "Original Declaration"), pursuant to a vote of the Membership of the Association, as provided in Article XI, Section 4.

This Amended and Restated Declaration of Covenants and Restrictions supersedes, includes and/or incorporates all previous amendments of the Original Declaration, effective on the date of recordation in the office of the Register of Deeds of Chatham County, North Carolina, and amends and restates said Declaration and amendments thereto in their entirety.

WITNESSETH:

THAT WHEREAS, Declarants are the owners of certain property in Williams Township, Chatham County, North Carolina, shown on the following plat slides: phase I: 89-217; phase II: 89-290; phase III: 89-357; phase IV: 90-29; phase V: 90-101; phase VI: 90-213; phase VII: 90-357; phase VIII: 90-416; phase IX: 91-71; phase X: 91-370; phase XI: 92-393; phase XII: 93-215; phase XIII: 93-429; phase XIV: 94-256; and phase XV: 94-368; and

WHEREAS, the above property was conveyed to Declarants by Fitch Creations, Inc. subject to covenants and restrictions recorded by the Register of Deeds of Chatham County in the following books and pages: phase I: book 544, page 190; phase II: book 547, page 353; phase III: book 549, page 883; phase IV: book 553, page 514; phase V: book 556, page 382; phase VI: book 560, page 24; phase VII: book 564, page 875; phase VIII: book 567, page 341; phase IX: book 571, page 469; phase X: book 582, page 496; phase XI: book 606, page 570; phase XII: book 620, page 352; phase XIII: book 632, page 740; phase XIV: book 646, page 230; and phase XV: page 651, page 115.

WHEREAS, Article XI, Section 4, of the Original Declaration states that the “declaration may be amended by an instrument signed by not less than seventy-five percent of the lot owners of phase I plus additional owners in phases added in accordance with Section 5 next below.”

NOW, THEREFORE, we the undersigned Declarants constituting more than seventy-five percent of the owners of the 104 lots in the fifteen phases, do amend and restate the Declaration of Covenants and Restrictions as follows:

Pursuant to the original Declaration as previously amended and as amended and restated herein, all of the properties described shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Pursuant to a vote of two-thirds (2/3) of the members, WSG VI, hereby voluntarily adopts and makes WSG VI and Community subject to the North Carolina Planned Community Act (Chapter 47 of the N.C. General Statutes, hereinafter "the Act") and the properties herein shall be governed thereunder. In the event of a conflict between the Act and this Declaration, the North Carolina Planned Community Act shall control.

Weathersfield

Service

Group VI

DECLARATION OF COVENANTS AND RESTRICTIONS

North Carolina
Chatham County

WEATHERSFIELD SERVICE GROUP VI, Inc.
DECLARATION OF COVENANTS AND RESTRICTIONS

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ARTICLE I

DEFINITIONS

Section 1. "WSG VI" shall mean and refer to WEATHERSFIELD SERVICE GROUP VI, INC., a nonprofit corporation organized under the laws of North Carolina, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may thereafter be brought within the jurisdiction of WSG VI or this Declaration.

Section 4. "Common Area" shall mean all real Property now or hereafter owned or leased by WSG VI for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Living Unit" shall mean and refer to a townhouse residence situated on a lot.

Section 7. "Declarants" shall mean the owners of the 104 lots in the fifteen phases of the Weathersfield community.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in WSG VI.

Section 9. "Association" shall mean "Weathersfield Service Group VI, Inc. (WSG VI)," as defined in Section 1 above.

Section 10. "Board" shall mean the duly elected Board of Directors of WSG VI.

ARTICLE II

PROPERTY RIGHTS

Section 1. Common Area. Every Owner shall have a right to and easement of enjoyment in the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the WSG VI to charge reasonable admission and other fees for the use of any common facility;
- (h) The right of the WSG VI to suspend the voting rights and right to the use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (c) The right of the WSG VI to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded.
- (d) The right of the WSG VI, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Property, and the rights of such mortgage in said Properties shall be subordinate to the rights of the homeowners hereunder.
- (d) The right of individual Members to the exclusive use of a garage unit and parking space as provided in Section 3.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or tenants. However, the ultimate responsibility for complying with these covenants remains with the owner.

Section 3. Parking Rights. WSG VI will maintain upon the Common Areas one garage unit and one outside parking space for each Living Unit. The garage and parking space will be conveniently located with respect to each Living Unit. Each neighborhood area has four (4) or six (6) living units being served by the common parking area. Each Living Unit will respect their neighbors' temporary need for additional spaces as agreed upon by the Living Unit Owners to accommodate guests, visitors, moving vehicles, and service vehicles when necessary. The common parking area is designed for the exclusive use of the Living Units with the above stipulations. The use of such space by any other member or person may be enjoined by WSG VI or the Members entitled thereto. Any dispute that cannot be resolved by Living Unit Owners within a Close will be resolved by the Board.

The right to exclusive use of such parking spaces and each garage unit and to its maintenance by WSG VI shall be appurtenant to and shall pass with title to each Living Unit. No boats, trailers, mobile homes, vehicles for hire, or motor homes owned or leased by any member, family, or guest of Member shall be parked within the right of way of any street, parking lots, or Common Area in WSG VI.

Section 4. Antennas. No external radio or television antennas or "dishes" are permitted except as allowed by FCC regulation or other Federal Law.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot that is subject to assessment shall be a Member of WSG VI. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event the Property is held in a trust, the Trustee has the right to vote.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and to agree to pay to WSG VI: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who were the Owner(s) of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by WSG VI shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of Properties, services including but not limited to yard maintenance, garbage pickup, and facilities such as garages devoted to this purpose and related to the use and enjoyment of the common Properties, including, but not limited to, the payment of insurance thereon and taxes on the Common Areas, repair, replacement, and additions thereto, reserves therefore and for the cost of labor, equipment, materials, management and supervision thereof.

In addition each Owner shall become a member of the Fearington Homeowners Association as outlined in Article XI, Section 6 below and subject to its annual dues.

Section 3. Annual Assessment. The annual assessment shall be imposed in a manner that all lots be assessed equally.

- (a) The annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, plus ten percent (10%) of such rise, of the Consumer Price Index of all prices for the standard metropolitan area closest to Fearington PUD for which the consumer price index is published by the Department of Labor, Washington, D.C. for the preceding month of July.
- (b) The annual assessment may be increased above that permitted in 3(a) by a vote of the Members provided that any such change shall have received the consent of two thirds (2/3) of all the Members who are voting in person or by proxy at a meeting duly called for this purpose. Consent to any such action may be evidenced by written instrument signed by the Members; by the record of the Members voting in favor thereof at any meeting of members duly called and held in accordance with the provisions in this Section 3(b); or by a combination of written instrument and such record of a meeting of Members. Written notice of any meeting of Members at which an increase in assessment under either Section 3(b) or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting, and such notice shall set forth the purpose of the meeting.
- (c) After consideration of current maintenance costs and the necessary reserve funds addressing future needs of WSG VI, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum, as determined by Section 3 (a) and

3(b).

Section 4. Special Assessments. In addition to the annual assessment authorized above, WSG VI may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying extraordinary or unanticipated costs occurring to WSG VI, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. WSG VI shall, upon request, for a reasonable charge, furnish a certificate signed by an officer of WSG VI setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of WSG VI. Any assessment not paid within ninety (90) days after the due date shall bear interest from the due date at the highest rate permitted by law on the date the assessment came due. WSG VI may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale and transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this declaration shall be exempt from the assessments created herein:

- (a) all Properties dedicated to and accepted by a local public authority;
- (b) the Common Area;

- (c) all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Responsibility for Maintenance of Private Streets or Driveways. The maintenance responsibility of the private streets and driveways within Section VI as shown on the recorded plat, shall rest with WSG VI.

ARTICLE V

ARCHITECTURAL CONTROL

No building or re-building, fence, wall or other structure shall be commenced, erected or maintained in WSG VI, nor shall any exterior addition to or change or alteration, including repairs and reconstruction due to fire or other casualty, therein be made by any Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of WSG VI, or by an architectural committee composed of three (3) or more representatives approved by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Board or its designated committee, at its sole discretion, shall have authority to approve acceptable materials for exterior alterations, location of alterations and roof lines, color, and any condition or material otherwise as a matter of judgment. The following changes, however, would disrupt the harmony of the external design that each Owner purchased with his home and the Board or its designated committee shall not recommend approval: (a) artificial plants; (b) awnings; (c) clothes lines; (d) dog houses; (e) free-standing flag poles; (f) flags, other than the flag of the United States or the State of North Carolina; (g) outdoor statuary; (h) outdoor storage structures; (i) screen doors and storm doors (except for standard approved designs); (j) sports equipment including but not limited to basketball backboards; or (k) temporary structures. No porches, or other enlargements to the structure shall be permitted other than decks of a reasonable size, subject to the approval of the Board or its designated committee.

Antennas are subject to approval by the Board with respect to size and location and consistent with Federal Law and FCC Regulations,

Installation of gutters is subject to approval by WSG VI and the installation cost is the responsibility of each individual Owner.

Installation of solar panels is subject to approval by WSG VI, and the installation cost is the responsibility of the individual Owner.

No enlargement to the structure shall be permitted with the exception of patios and decks, provided that these additions are approved by WSG VI. Further, it is understood that these additions (decks and patios) in the future must be maintained by the Owner and his/her successors and not by WSG VI. The By Laws contain the required terms and conditions for obtaining permission to build patios and decks.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, WSG VI shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. WSG VI may, but shall not be required to provide supplemental watering for lawn, common area and yard maintenance as deemed necessary in the Board's sole discretion to maintain an attractive community. Further, the Owner of any Lot may at his election plant flowers indigenous to the local area and in harmony with the surrounding area and maintain portions of his immediate yard provided that such maintenance by the Owner does not hinder WSG VI in performing its maintenance of the exterior of the house and the remaining yard space, In addition, the Owner may, at his/her election, plant shrubs in portions of his/her immediate yard subject to the approval of the Grounds Committee,

WSG VI is responsible for maintaining the Common Areas,

Cleaning and maintenance of gutters is the responsibility of the Owner. Gutters will be covered under the WSG VI blanket insurance policy for building exteriors.

Maintenance of solar panels is the responsibility of the Owner. Any external or internal damage caused by the installation or existence of solar panels on a roof is the owner's responsibility. Solar panels will be covered under the WSG VI blanket insurance policy.

Fences, arbors, and other structures as installed by the original Declarant (Fitch Creations) as part of the overall landscape plan which may or may not lie on or cross onto the property line of individual Lots are intended to be a part of the Common Area and subject to exterior maintenance by WSG VI.

An enclosed courtyard may be constructed at the rear of the townhouse. The enclosing material shall be any natural hedging approved by the Grounds Committee that will be clipped twice annually to a six-foot (6) height. The Owner may choose to do the clipping, Otherwise, clipping shall be done under the supervision of WSG VI and the Owner will be charged a fee for this service over and above the regular monthly maintenance fee. No items of personal property may show above the height of the hedge. Owner will keep interior of courtyard neat and orderly at all times. The Owner shall be responsible for any maintenance within the courtyard and for replacement by WSG VI of the natural screening materials.

In the event that the need for maintenance or repair is caused through willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Maintenance and repairs under this Article VI rise from normal usage and weathering and do not include maintenance and repairs made necessary by fire or other casualty, damage, which is controlled by Article VII below, Owner shall provide access at reasonable hours for the performance of maintenance and repair.

It is in the best interest of the entire WSG VI that all units be maintained properly and despite the fact that some dwellings may require more maintenance than others because of differing amounts of exposure to the elements, WSG VI shall be required to provide such maintenance as shall be necessary and make a uniform charge without regard to the actual cost of maintaining individual buildings.

ARTICLE VII

PARTY WALLS, ROOFS, FOUNDATIONS AND FOUNDATION WALLS

Section 1. General Rules of Law to Apply. Each wall, roof, foundation wall which is built as a part of the original construction of the homes upon the Section and placed on or traverse to the dividing line between the Lots and all reconstruction or extensions of such structures shall constitute party walls, roofs, foundations and foundation walls, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for Property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Cost of Repair. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, subject to Article X below.

Section 3. Destruction by Fire or Other Casualty. If a party wall, roof, foundation, or foundation wall is destroyed or damaged by fire or other casualty, any Owner who has used the structure may restore it, and if the other Owners thereafter make use of the structure, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions, subject to Article X below.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall, roof, foundation or foundation wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Certification by Adjoining Property Owner that No Contribution is Due.

If any Owner desires to sell his Property, he may, in order to assure a prospective purchaser that no adjoining Property Owner has a right of contribution as provided in this Article VII, request of the adjoining Property Owner or Property Owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Property Owner to make such certification immediately upon request and without charge, provided, however, that where the adjoining Property Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina, relating to arbitration as then existing.

ARTICLE VIII

INSURANCE

Section 1. Type of Insurance. The following provisions shall govern insurance coverage on the WSG VI Property:

- (a) Ownership of policies: A master insurance policy covering all WSG VI Properties shall be purchased by WSG VI for the benefit of WSG VI, the Owners and their mortgages as their interests may appear and a provision shall be made for the issuance of certificates of insurance to the mortgages of unit Owners.
- (b) Coverage: The WSG VI insurance policy provides coverage for all WSG VI buildings, and improvements upon the land and all WSG VI personal property included in the Common Areas and facilities. Such coverage shall provide protection against:
 - (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement. Said policy shall contain a waiver of subrogation clause,
 - (2) Public liability insurance shall be secured by WSG VI in an amount no less than \$2,000,000 per occurrence.
 - (3) Premiums charged for insurance policies purchased by WSG VI will be paid from the WSG VI annual budget.
 - (4) All insurance policies purchased by WSG VI shall be for the benefit of WSG VI, the townhouse Owners and their mortgages as their interest may appear. All proceeds thereof shall be payable to WSG VI as insurance trustee under this declaration. The sole duty of WSG VI as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the benefit of the townhouse Owners and their mortgages in the following shares:
 - i. Proceeds on the amount of damage to the Common Areas and facilities held for WSG VI.
 - ii. Proceeds on account of damage to townhouses shall be held in undivided shares for the Owners of damaged townhouses in proportion to the cost of repairing the damage suffered by each townhouse Owner which cost shall be determined by WSG VI.
 - iii. In the event a mortgage endorsement has been issued to a townhouse Owner the share of the Owner shall be held in trust for the mortgage and the Owner as their interest may appear.

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance received by WSG VI, as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (1) The WSG VI deductible that applies to a damaged unit is the responsibility of the unit Owner.
- (2) Reconstruction or repair as provided above.
- (3) Expense of loss settlement incurred by the Trustee,
- (4) Any proceeds remaining after the defraying such costs shall be retained by WSG VI.

Unit Owners are strongly urged to obtain HO-6 insurance coverage at their own expense. 110-6 is Unit Owners Insurance that provides coverage for the unit Owner's personal property and personal liability. If you own the townhouse unit but rent to someone else you

are not eligible for an HO-6 but should purchase a fire insurance policy and a personal liability insurance policy.

ARTICLE IX

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of WSG VI shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas.

Section 2. Use of Properties. No portion of the Properties shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 3. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No junk cars may be abandoned within the subdivision or otherwise parked on the Lots. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant of a nature as may diminish or destroy' the enjoyment of other Property in the neighborhood by the Owners thereof. In the event that any Owner of any Property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then WSG VI may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass, and in the event of such a removal a lien shall be created in favor of WSG VI and against such Lot for the full amount chargeable to such Lot and such amount shall be due and payable within thirty (30) days after the Owner is billed therefore.

Section 4. Pets. No animals except dogs and cats shall be kept by the Owners and occupants, and these pets shall be confined to the occupant's home unless on a leash and under the owner's care. Moreover, the number of dogs and cats permitted is restricted to no more than two dogs or two cats (or one cat and one dog) per single Living Unit which shall be kept by the Owners and occupants, and these pets shall be confined to the occupants home unless on a leash and under the owner's care. Dogs and cats shall not be kept or maintained for commercial purposes. In addition to other remedies for violation of this provision, WSG VI may, in its discretion, assess a fine not exceeding one hundred dollars (\$100.00) a day for each day that the violation of this provision continues. Homeowners possessing pets in excess of the above numbers at the time this declaration comes into effect may keep those same pets (that is, these are "grandfathered") for the rest of the natural lives of these same pets.

Section 5. Signs. No commercial signs, including "for rent", "for sale" and other similar signs, shall be displayed by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, except with the written permission of the Board of Directors of WSG VI, or except as may be required by legal proceedings, it being understood that the Board of WSG VI will not grant permission for said signs unless their erection is necessary to avert serious hardship to the Property Owner. If such permission is granted, the Board of WSG VI reserves the right to restrict size, color and content of such signs.

Section 6. Number of Residents. No more than six (6) residents are permitted in each three-bedroom Living Unit, No more than four (4) residents are permitted in each two-bedroom Living Unit. Further, no more than two (2) of these residents in each Living Unit may be unrelated by blood or marriage. The Board of WSG VI, upon petition for good cause, may grant exception to this restriction.

Section 7. Rentals. No lot shall be leased for a term of less than 12 months without the approval of WSG VI, pursuant to an application and a response by WSG VI within thirty (30) days. The lease on any Living Unit however shall be in writing and a copy of any lease shall be placed on file with WSG VI through its current management company or otherwise with the secretary of the Board of Directors of WSG VI. The written lease for any Lot within WSG VI shall provide, as a condition of default, that the lessee, his/her family, guests and invitees, shall be responsible for abiding by all the provisions of the declaration, the By-Laws of WSG VI, and all rules and regulations made by same.

No portion of any Living Unit may be leased, no room rented, nor less than the entire dwelling on any Lot be leased to any tenant,

No leased three-bedroom Living Unit on any Lot may be occupied by more than six (6) persons and by no more than two (2) persons who are unrelated by blood or marriage. No leased two-bedroom Living Unit on any Lot may be occupied by more than four (4) persons and by no more than two (2) persons who are unrelated by blood or marriage. In any event, the number of cars permitted to a lessee is restricted to two per Living Unit by the fact that each Living Unit has only one parking space and one garage available.

Section 8. Garbage Cans. Garbage cans shall be stored either in the garage or in places designated by WSG VI. Garbage cans should not be left outside of the garages on non-collecting trash days. Firewood may not be stored in the garages.

Section 9. Common Area. No horses or minibikes shall be permitted on any of the Lots shown on the plat referred to above, on the streets, or on the Common Area unless such Common Area shall be designated for such use by WSG VI.

Section 10. Trailers and Temporary Structures. No house trailers, vehicles for hire, tents, mobile homes or motor homes or their like, or temporary structures of any kind may be placed on any Lot at any time, either temporarily or permanently,

Section 11. Mailboxes. No tubular or other receptacles for newspapers or advertising publications nor any mailboxes shall be placed in the front yards or within the street right-of-ways in front of any house.

Section 12. Trees. No trees measuring six (6) inches or more in diameter (outside bark to outside bark) at four feet above the ground shall be removed without prior written approval of WSG VI.

Section 13. Maintenance of Lots. Each Lot Owner within the development shall maintain and preserve his Lot in a clean, orderly and attractive appearance within the spirit of the development.

ARTICLE X

DAMAGE AND DESTRUCTION

Except as hereinafter provided, damage to or destruction of a building shall be promptly repaired and restored by WSG VI using the proceeds of insurance on the building for that purpose and Owners of damaged townhouses shall be liable for assessment of any deficiency; provided, however, if a building be so damaged or destroyed by fire or other casualty that the same is untenable, the building shall be reconstructed.

Any reconstruction or repair shall be in accordance with the plans and specifications of the original and including any changes made to the original building if these were done in accordance to the provision set forth in Article V above.

Further, all restoration must conform to the current architectural regulations of WSG VI as well as to the current building code being enforced when the restoration is carried out.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Easements. All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, cable television, telephone and electric power lines and other public utilities as shall be established by WSG VI, and WSG VI shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Property. In addition, there is hereby reserved in WSG VI and its agents and employees an easement and right of ingress, egress and regress across all Common Areas, now and hereafter owned by WSG VI for the purpose of construction or improvements within the Property,

Section 2. Enforcement. WSG VI, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Further, WSG VI shall have the authority to enforce this Declaration, the By-Laws and all duly enacted rules and regulations by fines not to exceed One Hundred Dollars per day (\$100/day) as provided by Chapter 47F of the North Carolina General Statutes. Failure by WSG VI or by any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in WSG VI.

Certification

By authority of its Board of Directors, the undersigned President of Weathersfield Service Group VI, Inc., certifies that the foregoing instrument has been duly approved or executed by the Owners of seventy-five percent (75%) of the Lots in the Property and is therefore a valid Amendment and Restatement of the Declaration recorded in Book 544, Page 190 of the Chatham County Registry, and previous amendments thereto.

WEATHERSFIELD SERVICE GROUP VI, INC.

BY: _____
President

NORTH CAROLINA

CHATHAM COUNTY

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is the President of Weathersfield Service Group VI, Inc., a North Carolina corporation, and being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this ____ day of _____, 2008.

Notary Public
My commission expires: _____

